

Meeting Date: 2/23/2016

Agenda Item 6

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

SHORT TITLE    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF AN EMERGENCY GENERATOR BETWEEN THE CITY OF POMPANO BEACH AND TAW POWER SYSTEMS, INC.; PROVIDING AN EFFECTIVE DATE (Fiscal Impact: \$34,375)

**Summary of Purpose and Why:**

The purpose of this resolution is to approve the purchase of an emergency electrical generator from TAW Power Systems by piggybacking the School District of Palm Beach County contract. This generator replaces a deteriorated, failed generator that provides electrical backup power to the City's General Services Department and vehicle fuel pumps. Total cost to provide and install the fixed generator is \$34,375.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert McCaughan, Public Works Director    954 786-4097
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$34,375 with attached budget adjustment that transfers funds from disaster recovery reserve account

| DEPARTMENTAL COORDINATION | DATE     | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---------------------------|----------|-----------------------------|-----------------------------|
| Public Works              | 2/9/2016 | APPROVE                     | <i>Robert McCaughan</i>     |
| General Services          | 2/12/16  | APPROVE                     | <i>Robert McCaughan</i>     |
| Finance                   | 2/16/16  | APPROVE                     | <i>Robert McCaughan</i>     |
| Budget                    | 2-17-16  | APPROVE                     | <i>Robert McCaughan</i>     |
| City Attorney             | 2/12/16  | APPROVE                     | <i>Gracy A. Lynd</i>        |

City Manager *[Signature]*    *Dennis W. Scott*

ACTION TAKEN BY COMMISSION:

| <u>Ordinance</u>        | <u>Resolution</u>       | <u>Consideration</u> | <u>Workshop</u> |
|-------------------------|-------------------------|----------------------|-----------------|
| 1 <sup>st</sup> Reading | 1 <sup>st</sup> Reading | Results:             | Results:        |
| 2 <sup>nd</sup> Reading |                         |                      |                 |
|                         |                         |                      |                 |



**City Attorney's Communication #2016-449**

February 3, 2016

**TO:** Robert A. McCaughan, Public Works Director  
**FROM:** Mark E. Berman, City Attorney  
**RE:** Resolution to Purchase Emergency Generator

As requested in your memorandum dated February 2, 2016, Public Works Department Memorandum No. 2016-14, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF AN EMERGENCY GENERATOR BETWEEN THE CITY OF POMPANO BEACH AND TAW POWER SYSTEMS, INC.; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.



MARK E. BERMAN

/jrm  
l:cor/pw/2016-449

Attachment

RESOLUTION NO. 2016-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF AN EMERGENCY GENERATOR BETWEEN THE CITY OF POMPANO BEACH AND TAW POWER SYSTEMS, INC.; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement for the Purchase of an Emergency Generator between the City of Pompano Beach and TAW Power Systems, Inc. to piggyback off the School District of Palm Beach County's Term Contract for Generators: Annual Inspection, Testing, Preventive Maintenance, Purchase and Rental of Generators, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and TAW Power Systems, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**

**AGREEMENT FOR POMPANO BEACH PURCHASE OF EMERGENCY**

**GENERATOR**

**BETWEEN**

**CITY OF POMPANO BEACH, FLORIDA**

**AND**

**SCHOOL DISTRICT OF PALM BEACH COUNTY.**

**(Piggyback On Competitively Awarded)**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, (hereinafter "Effective Date") by and between:

**CITY OF POMPANO BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, referred to here as "City."

and

**TAW Power Systems, Inc.**, authorized to do business in the state of Florida, whose mailing address is 6312 78<sup>th</sup> Street, Riverview, FL 33578 (hereinafter "Contractor").

City and Contractor may also be referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the City wishes to enter into this Agreement for purchase of a 56 kW emergency diesel generator, (hereinafter "Agreement") with Contractor to be installed within the city limits of the City of Pompano Beach.

**WHEREAS**, the Code of the City of Pompano Beach at Section 32.41(C) provides authority for the City Manager to piggyback City purchase of goods and services with state or local public contracts within certain codified guidelines, which guidelines have been met; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between School District Of Palm Beach County and Contractor in accordance with contract #13C-37T, Term Contract for Generators: Annual Inspection, Testing, Preventive Maintenance, Purchase and Rental of Generators, a copy of which is referenced hereto at Exhibit A and adopted in its entirety by City and Contractor (hereinafter “IRC Contract”), Scope of Work identified in Exhibit B, together with and including contract renewals, amendments and change orders to the extent applicable hereto; and

**WHEREAS**, the City Manager has determined that piggybacking with the IRC Contract is necessary for installation of emergency generator at City’s Purchasing Building and is the most economically advantageous way to procure these necessary materials, products, and/or services in a timely and efficient manner.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **RECITATIONS.** The foregoing “WHEREAS” clauses are hereby adopted and incorporated herein.

2. **TERM.** The term of this Agreement shall commence on the Effective Date and continue through August 21, 2016 unless terminated earlier or extended by the Parties.

3. **CONTRACT TERMS.** Contractor agrees to provide installation of irrigation system within the city limits of the City of Pompano Beach as requested by City through a written Notice to Proceed. The IRC Contract is hereby incorporated into this Agreement for all purposes. In the event of conflict between the IRC Contract and this Agreement, the order of priority shall be: (1) Scope of Work; (2) this Agreement; and (3) the IRC Contract.

The following provisions are included as supplementary to and amending the IRC Contract:

A. City shall pay Contractor no more than the unit prices set forth in the IRC Contract and in accordance with the provisions of the IRC Contract. If the City requires services not covered by unit prices already made a part of the IRC Contract, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, City of Pompano Beach Public Works Director, Robert McCaughan, shall be the City Representative.

B. If permits are required as part of the irrigation system installation required hereunder, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) days of receiving all documents from City necessary to file such permit applications. City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. City of Pompano Beach shall be deemed substituted for School District of Palm Beach County, with regard to any and all provisions of the IRC Contract, including, for

example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, F, and G, below. All recitals, representations and warranties of Contractor made in the IRC Contract are restated as if fully set forth herein, made for the benefit of City, and incorporated herein.

D. Within five (5) days of final execution of this Agreement, Contractor shall furnish City with a certificate of insurance in a form acceptable to City for the insurance required. Such certificate provided my Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language no less restrictive than ISO Form CG 20 10 07 04 or ISO Form CG 20 33 07 04. Contractor shall not commence work on the Disaster Services unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

E. Contractor shall indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against all claims, suits, actions, damages, causes, or action or judgments arising out of the terms of this Agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services, from and against any orders, judgments, or decrees, which may be entered against City, its elected officials, officers, employees and agents; and from and against all costs, attorney's fees, expenses, and other liabilities incurred in the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statute section 768.28. The parties agree that one percent (1%) of the total compensation paid to Contractor for work under this contract shall constitute specific consideration to contractor for the indemnification to be provided under the contract.

F. Both parties agree that City may terminate this Agreement for any reason with ten (10) days notice to Contractor.

G. Public Records and Retention.

a. City is a public agency subject to Chapter 119, Florida Statutes. Contractor and its subcontractors shall comply with public records laws, specifically to:

b. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

c. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

e. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information systems of the public agency.

4. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

5. **NOTICE.** Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:                    Robert McCaughan  
                                  Public Works Director  
                                  City of Pompano Beach  
                                  1201 NE 5<sup>th</sup> Ave  
                                  Pompano Beach, Florida 33060

Copy to:                    Mark E. Berman  
                                  City Attorney  
                                  P.O. Box 2083  
                                  Pompano Beach, Florida 33061

For Contractor:         Mr Brian Haggerty  
                                  TAW Power Systems, Inc.  
                                  6312 78th Street  
                                  Riverview, FL 33578

6. **Section 10.9 ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

7. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision

will be fully severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from and in lieu of such illegal, invalid or unenforceable provision, City and Contractor shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling and to include as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8. **DUPLICATES.** *Section 10.7 Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

**“CITY”:**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Dennis W. Beach, City Manager

Attest:

(SEAL)

\_\_\_\_\_  
Asceleta Hammond, City Clerk

Approved As To Form:

\_\_\_\_\_  
Mark E. Berman, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

\_\_\_\_\_

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

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(Name of Acknowledger Typed, Printed or Stamped)

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Commission Number

"CONTRACTOR":

Witnesses:

TAW Power Systems, Inc.  
(Type Name of Entity)

*Dana M. Rosado*

Dana M. Rosado  
Print Name

By: *Michael M. MacInnes*

Michael M. MacInnes  
Typed or Printed Name

*James Peplow*

James Peplow  
Print Name

Title: TREASURER

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

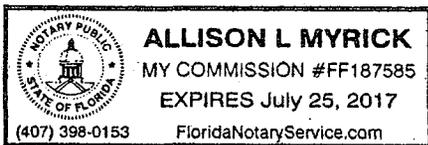
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 2016, by Michael M. MacInnes as Treasurer of TAW Power Systems, Inc. a Florida Corporation on behalf of the corporation. He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:

*Allison Lee Myrick*  
NOTARY PUBLIC, STATE OF FLORIDA

Allison Lee Myrick  
(Name of Acknowledger Typed, Printed or Stamped)

FF187585  
Commission Number



# EXHIBIT A

Contract #13C-37T

Michael J. Burke Date: 8/21/13  
Michael J. Burke, Chief Operating Officer  
Award per School Board Policy 6.14

E. Wayne Gent Date: 8/25/13  
E. Wayne Gent, Superintendent  
Award per School Board Policy 6.14

**INVITATION TO BID NO.: 13C-37T – TERM CONTRACT FOR GENERATORS: ANNUAL  
INSPECTION, TESTING, PREVENTIVE MAINTENANCE, PURCHASE AND  
RENTAL OF GENERATORS**

DATE: July 18, 2013  
DATE SOLICITED: June 20, 2013

DATE OPENED: July 16, 2013  
DATE POSTED: July 23, 2013

CONTRACT PERIOD: August 22, 2013 through August 21, 2015  
DEPARTMENT: 9450 FUND: 1051 FUNCTION: 8102 ACCOUNT: 535010  
FUNDING SOURCE: Capital Maintenance Transfer  
REQUESTING DEPARTMENT: Facilities Services

**FINANCIAL IMPACT**

The annual financial impact to the Capital Maintenance Transfer budget is not to exceed \$400,000.00.  
The source of funds is the Capital Maintenance Transfer.

Items to be purchased include the purchase and rental of generators, as well as the inspection, testing and preventive maintenance of generators throughout the district.

**AWARD RECOMMENDATION / TABULATION**

| <u>Vendor</u>                                      | <u>Minority<br/>Status</u> | <u>Group A<br/>Monthly PM and<br/>Annual Inspections</u> | <u>Group B<br/>Rental of<br/>Generators<br/>(See attached<br/>detail)</u> | <u>Group C<br/>Purchase of<br/>Generators<br/>(See attached<br/>detail)</u> |
|--|----------------------------|--|---|---|
| All Power Generators Corporation                   | --                         | \$142,350  | --  | --  |
| Palm Beach Battery Ventures LLC dba Batteries Plus | --                         | --   | --  | --  |
| Power Pro-Tech Services Inc.                       | --                         | \$111,220  | --  | --  |
| Sidram Power Inc                                   | --                         | --   | --  | --  |
| TAW Power Systems, Inc.                            | --                         | \$139,220  | --  | --  |
| Walker Miller Equipment Company                    | 6                          | --   | --  | --  |

LEGEND:

\_\_\_\_\_ = Award

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

13C-37T Group C: Purchase of Generators - Award to All Responsive, Responsible Bidders

| Manufacturer - Cost Plus Percentage Markup | Vendor                    |  |                               |                    |                         |                               |
|--|---------------------------|--|-------------------------------|--------------------|-------------------------|-------------------------------|
|  | All Power Generator Corp. | Palm Beach Battery Ventures LLC dba Batteries Plus | Power Pro-Tech Services, Inc. | Sidram Power, Inc. | TAW Power Systems, Inc. | Walker Miller Equipment, Inc. |
| Caterpillar                                | 20%                       | -  | 25%                           | -                  | 25%                     | -                             |
| Cummins                                    | 20%                       | -  | 25%                           | -                  | 25%                     | -                             |
| Katolight                                  | 20%                       | -  | 25%                           | -                  | 25%                     | -                             |
| Kohler                                     | 20%                       | -  | 25%                           | -                  | 25%                     | -                             |
| Onan                                       | 20%                       | -  | 25%                           | -                  | 25%                     | -                             |
| AGM Magna Power                            | 20%                       | 25%  | 25%                           | -                  | 25%                     | -                             |
| SENS Batter Chargers                       | 20%                       | 25%  | 25%                           | -                  | 25%                     | -                             |
| NOCO Battery Boxes                         | 20%                       | 25%  | 25%                           | -                  | 25%                     | -                             |
| Detroit Diesel                             | 20%                       | -  | 25%                           | -                  | 25%                     | -                             |
| GPP  | 20%                       | -  | 25%                           | -                  | 25%                     | -                             |
| MAS Power                                  | 20%                       | -  | 25%                           | -                  | 25%                     | -                             |
| Triton                                     | 20%                       | -  | 25%                           | -                  | 25%                     | -                             |
| Generac                                    | 20%                       | -  | 25%                           | -                  | 25%                     | -                             |
| MTU Onsite Energy                          | 20%                       | -  | 25%                           | -                  | 25%                     | -                             |
| East Penn Wet Cell Batteries               | -                         | 25%  | -                             | -                  | -                       | -                             |
| Multi Quip                                 | -                         | -  | -                             | 10%                | -                       | -                             |
| MQ Power                                   | -                         | -  | -                             | -                  | -                       | 12%                           |
| Wacker Neuson                              | -                         | -  | -                             | -                  | -                       | 12%                           |
| Magnum                                     | -                         | -  | -                             | -                  | -                       | 12%                           |
| Atlas Copco                                | -                         | -  | -                             | -                  | -                       | 8%                            |

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Date: July 11, 2013

**ADDENDUM NO.: 1**

INVITATION TO BID NO.: 13C-37T

**TITLE: TERM CONTRACT FOR GENERATORS: ANNUAL INSPECTION, TESTING, PREVENTIVE MAINTENANCE, PURCHASE AND RENTAL OF GENERATORS**

**RETURN DATE: July 16, 2013, 2:00 P.M. EST**

This addendum modifies the above listed Invitation to Bid as follows:

**Special Conditions**

**Special Condition L, paragraph 10**

Now Reads:

Technicians must be power generation certified by the manufacturers of the equipment in order to service, repair and maintain. Copies of the certification letters must be uploaded and submitted with the bid.

Change to Read:

Technicians must be knowledgeable in all the major brands of commercial generators. Technicians must be capable of performing all testing, repairs and certification to said generators in a safe and reliable manner. Technicians must follow all State, County and NFPA 110 requirements.

**Special Condition S**

Now Reads:

**PARTS WARRANTY/AVAILABILILTY:** Contractors shall guarantee workmanship and/or materials to be free of defects under normal use and service for a period of one year from date of acceptance by the School District. Contractor shall bear the full obligation and cost of materials and labor for repair and/or replacement during the warranty period. Contractor shall provide a certification from the manufacturer that replacement parts for all models bid will be available for a minimum period of three years after the expiration of the bid. Failure to comply with this requirement may result in the disqualification of your bid.

Change to Read:

**PARTS WARRANTY/AVAILABILILTY:** Contractors shall guarantee workmanship and/or materials to be free of defects under normal use and service for a period of one year from date of acceptance by the School District. Contractor shall bear the full obligation and cost of materials and labor for repair and/or replacement during the warranty period. Contractor shall maintain availability to supply replacement parts for all brands/models minimum period of three years after the expiration of the bid. Should a model and/or parts for that model be discontinued or no longer available, contractor shall notify by email the Facilities Coordinator for Generators. Failure to comply with this requirement may result in the disqualification of your bid.

Special Condition T

Now Reads:

**LOCAL BUSINESS TAX RECEIPT (formally Occupational License):** By submitting bid, each bidder certifies that they possess a current Local Business Tax Receipt issued by the Palm Beach County Licensing Board. A photocopy of the license or certificate maybe required if vendor is in contention of being recommended for award

Change to Read:

**LOCAL BUSINESS TAX RECEIPT (formally Occupational License):** By submitting bid, each bidder certifies that they possess a current Local Business Tax Receipt issued by the Palm Beach County Licensing Board or State Florida for Generator Repair. A photocopy of the license or certificate maybe required if vendor is in contention of being recommended for award

Additional Information Document

Group A, paragraph 1

Now Reads:

Hourly rates to perform general service and repairs outside the scope of the yearly preventative maintenance/inspections or monthly (shelter sites) generator service, located throughout Palm Beach County. Technicians must be power generation certified by the manufacturers of the equipment in order to service, repair and maintain. Parts shall be billed in accordance with Award Group C.

Change to Read:

Hourly rates to perform general service and repairs outside the scope of the yearly preventative maintenance/inspections or monthly (shelter sites) generator service, located throughout Palm Beach County. Technicians must be knowledgeable in all the major brands of commercial generators. Technicians must be capable of performing all testing, repairs and certification to said generators in a safe and reliable manor. Technicians must follow all State, County and NFPA 110 requirements. Parts shall be billed in accordance with Award Group C.

Questions and Answers:

Q1: The Cover Page indicates responses are due before July 16, 2013; please confirm that responses can be submitted until 11:59 pm on July 15, 2013.

A1: Bids are due by July 16, 2013 at 2PM.

Q2: Section M and Section R of the Special Conditions document appear to apply to new construction or new equipment rather than to generator maintenance, please confirm what is required from bidders regarding these sections.

A2: Should the District quote and purchase a new generator, requirements in Section M and R are to be met for these purchases.

Q3: Section S of the Special Conditions document requires that bidders provide certification from the manufacturer that replacement parts for all models bid will be available for a minimum of three years after the expiration of the bid. The bid information does not contain model numbers which precludes bidders from obtaining this certification from the manufacturers. Further, if the model information were to be supplied, bidders who are the recognized representative of a specific manufacturer might be able to obtain this from their supplier but it will be extremely difficult for bidders to obtain such a letter from other manufacturers. Please clarify this requirement as the section states failure to comply with this requirement may result in disqualification of the bid.

A3: See change to Special Conditions in the addendum above.

Q4: The Specification document Group B: This section indicates that the generators be equipped with automatic transfer capabilities; please provide clarification as to what is required here. Typically, rental generators are equipped to accept a start signal from a separate piece of automatic transfer equipment already installed at the facility such as an automatic transfer switch, please confirm this is all that is required and the generator itself does not need to have an automatic transfer switch or other automatic transfer equipment.

A4: Correct: rental generators should be equipped to accept a start signal from a separate piece of automatic transfer equipment already installed at the facility such as an automatic transfer switch.

Q5: The Specification document Group B: This section indicates that the generator be supplied with connection cables, please indicate what length of cable we should utilize to estimated costs for our bid.

A5: Length of cable to be supplied and quoted is 100 feet. Should a cable longer in length be required, a request for quote for the supplemental cable will be requested.

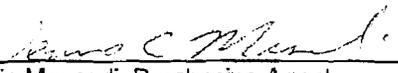
Q6: The Specification document Group B: This section indicates that mobilization/delivery shall be inclusive of labor, fuel costs, transportation, impact fees; etc.; please confirm whether the bidder or the School District is responsible for laying out and connecting the cables to both the generator and the connection source at the facility.

A6: Vendor shall be responsible for the delivery and connection at the site, unless otherwise advised differently upon request. District representative or District's hired Electrical Contractor should be accessible to answer any questions. Should this vary on a project, the FMC in charge will note such and request quote for this work.

Q7: Group A on the Additional Information Sheet indicates that technicians must be power generation certified by the manufacturers of the equipment in order to service, repair and maintain. Typically, service technicians are certified by the manufacturer their company represents but not by other manufacturers. Since the bid includes generators from many manufacturers please clarify what certifications will be acceptable for this bid.

A7: See changes to Special Conditions and Additional Information Document in the addendum above.

This addendum is for information only and need not be returned with your Bid.

  
Dennis Messerli, Purchasing Agent

  
Genell McMann, Purchasing Manager

## 13C-37T – SPECIFICATIONS

### **Group A.**

The minimum requirements of Annual Inspection and Preventative Maintenance is as follows:

#### **Emergency Shelter Generator Sets:**

\*Monthly – Service checklist (Vendor **MUST** use the SDPBC Generator Service Requirement Document provided with this bid. Alternative checklist(s) will not be accepted without prior written approval from the Purchasing Agent identified on the Purchase Order)

#### **Annual – Inspection**

- Monthly service (above)
- Two (2) hour load bank test (must be completed within thirty (30) days prior to start of hurricane season (June 1<sup>st</sup> of each year)\*\*
- Oil and oil filter change
- Fuel filter change

\*Monthly preventive maintenance shall be provided only for active shelters. After each service, the Service Checklist shall be forwarded to Facility Services Central Services Department: Attn – FMC-Generators. Each year, a memo will be sent, by May 1, to the awarded vendor listing which sites have been identified as active Hurricane Shelters for the current year.

#### **Non-emergency Generator Sets:**

Annual – Inspection (Vendor **MUST** use the SDPBC Generator Service Requirement Document provided with this bid. Alternative checklist(s) will not be accepted without prior written approval from the Purchasing Agent identified on the Purchase Order)

- Monthly service
- Two (2) hour load bank test \*\*
- Oil and oil filter change
- Fuel filter change

\*\*Load bank tests should be coordinated and completed at same time during annual inspection.

**Generator Service Required Document:** All completed Generator Service Required Documents (to include noted deficiencies, corrections and repair recommendations) shall be forwarded to Facilities Services-Attn: FMC-Generators by the fifteenth of the following month.

The awarded vendor is responsible for the **PROPER** disposal of used engine fluids (to include lubricants, oil, diesel fuel, antifreeze, batteries, solvents, etc.) from the contract sites. Prices are to include any disposal or environmental impact fees. Removal/Disposal of any used engine fluids is to be in accordance with EPA regulations, in addition to any applicable Federal, State or Local environmental regulations. The awarded vendor is not to store anything on contract site, in emergency generator rooms or weather proof enclosures. All contract sites shall be kept clean from any lubricants, oil, diesel fuel, antifreeze, batteries, solvents, etc.

### **Group B**

All rental generators must be equipped with automatic transfer capability, come with connection cables, and have full tank of fuel. Pricing for all generators not picked up by District staff shall be all inclusive of but not limited to: delivery fees, environmental fees, transportation, labor, fuel charges, etc.

**RECOMMENDATION:** It is recommended that the award be made for Group A to the lowest bid from the responsive and responsible bidder(s), as indicated above, and authorize the use of the next lowest bidder(s) meeting the same conditions in the event the original awardee cannot fulfill their contract.

It is recommended that the award be made for Group B and Group C to all responsive and responsible bidders in order to meet the needs of the School District.

Note: Original Bid document is available upon request.

#### BID PROTEST

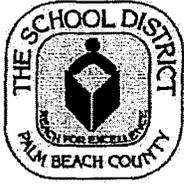
Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

#### DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

  
SS:GM:DM:ps



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY, FLORIDA

SHARON SWAN  
DIRECTOR

MICHAEL J. BURKE  
CHIEF OPERATING OFFICER

Purchasing Department  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406-5813  
Phone: (561) 434-8214 Fax: (561) 963-3823  
[www.palmbeachschools.org/purchasing](http://www.palmbeachschools.org/purchasing)

July 22, 2015

TAW Power Systems, Inc.  
Mr. Brian Haggerty  
6312 78<sup>th</sup> Street  
Riverview, FL 33578  
[Brian.haggerty@tawinc.com](mailto:Brian.haggerty@tawinc.com)

Subject: Letter of Agreement  
Bid Number: 13C-37T  
Title: Generators: Annual Inspection, Testing, Preventive Maintenance, Maintenance,  
Purchase and Rental of Generators  
Contract Term: August 22, 2015 through August 21, 2016

Dear Mr. Haggerty:

The School District of Palm Beach County, Florida, has accepted your offer to renew bid 13C-37T, for the annual inspection, testing, preventive maintenance, maintenance purchase and rental of generators. This acceptance is subject to compliance with the bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

Please check your certificate of insurance (See Special Condition "Y" "INSURANCE REQUIREMENTS") to confirm that it is current. If it is not current, please email us an updated original certificate of insurance to [insurancecertificate@palmbeachschools.org](mailto:insurancecertificate@palmbeachschools.org), or fax to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED AND MUST REFERENCE THE ABOVE BID NUMBER.

Purchase orders may be issued to cover equipment and services as the need arises, and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment.

If you have any questions, please do not hesitate to call my office at **561-434-8310**. Thank you for renewing your bid and we are looking forward to doing business with you and your company.

Sincerely,

Sharon Swan, C.P.M., Director  
Purchasing Department

CC: bid file  
Dennis Messerli, Purchasing Agent

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The School District of Palm Beach County, Florida  
A Top-Rated District by the Florida Department of Education Since 2005  
*An Equal Education Opportunity Provider and Employer*

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, \_\_\_\_\_ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

This policy must be continued or tail coverage provided for two years after completion of the project.

- Y. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award

INVITATION TO BID NO.: 13C-37T - TERM CONTRACT FOR GENERATORS: ANNUAL INSPECTION,  
TESTING, PEVENTIVE MAINTENANCE, PURCHASE AND  
RENTAL OF GENERATORS

DATE: June 10, 2015

PRESENTED TO BOARD: July 15, 2015

CONTRACT PERIOD: August 22, 2015 through August 21, 2016

DEPARTMENT: Various FUND: 1051 FUNCTION: 8102 ACCOUNT: 535010

FUNDING SOURCE: Capital Maintenance Transfer

REQUESTING DEPARTMENT: Maintenance &amp; Plant Operations

**FINANCIAL IMPACT**

The annual financial impact to the Capital Maintenance Transfer budget is not to exceed \$300,000.  
The source of funds is from Capital Maintenance Transfer budget.

CONTRACT RENEWAL

Term Contract No. 13C-37T was awarded to All Power Generators Corporation, Palm Beach Battery Ventures LLC dba Batteries Plus, Power Pro-Tech Services, Inc., Sidram Power, Inc., TAW Power Systems, Inc., and Walker Miller Equipment, Inc. for a two year period from August 22, 2013 through August 21, 2015, with the option to renew for three additional one-year periods.

The first option to renew is now being exercised for the period August 22, 2015 through August 21, 2016.

All Power Generators Corporation, Palm Beach Battery Ventures LLC dba Batteries Plus, Power Pro-Tech Services, Inc., Sidram Power, Inc., TAW Power Systems, Inc., and Walker Miller Equipment, Inc. have agreed to honor terms, conditions and pricing of existing contract for the forthcoming contract period.

Items to be purchased include the purchase and rental of generators, as well as the inspection, testing and preventive maintenance of generators throughout the district.

**RECOMMENDATION:** Based on satisfactory performance during the past contract period, it is recommended that the Term Contract for Generators: Annual Inspection, Testing, Preventive Maintenance, Purchase and Rental of Generators be renewed with All Power Generators Corporation, Palm Beach Battery Ventures LLC dba Batteries Plus, Power Pro-Tech Services, Inc., Sidram Power, Inc., TAW Power Systems, Inc., and Walker Miller Equipment, Inc. for the contract period August 22, 2015 through August 21, 2016.

Note: Original RFP / Bid document is available upon request.

*DM*  
SS:GM:DM:ps

# EXHIBIT B

## Scope of Work



**TAW POWER SYSTEMS, INC.**  
1500 NW 15<sup>th</sup> Ave  
Pompano Beach, FL 33069  
Ph: (954) 977-0202 (800) 876-0990  
Fax: (954) 977-9249

**Kohler Generator Systems Distributors**

**2014 Kohler Industrial Distributor of the Year**

**KOHLER POWER SYSTEMS DISTRIBUTOR FOR ALABAMA, SOUTH GEORGIA, FLORIDA, LOUISIANA AND MISSISSIPPI**

**Date:** January 25, 2016  
**To:** City of Pompano Beach  
**Attn:** Harold

**Offer No:** P1508-0104  
**Contact:** John Potts

**Project:** Purchasing Dept Replacement Generator

\*\*\*\*\*  
(1) One New KOHLER Model **60REOZK**, EPA Certified **Diesel** Generator Set, **56 kW**, @ **1.0 PF**, 60 Hz, 1 Phase, **UL 2200**, **120/240** Volt with the following:

**CONTROLLER: DEC3000**

Voltmeter, Ammeter  
Frequency Meter  
Volt/Ammeter Phase Selector Switch  
Individual Fault Lamps for:  
    High Engine Temperature  
    Low Oil Pressure  
    Over Speed  
    Over Crank  
    Switch NOT in Automatic  
    System Ready  
    Battery Low Volts  
    Battery Charger Fault  
Pre Alarm Senders to Include:  
    Pre-High Engine Temperature  
    Pre-Low Oil Pressure  
    Low Water Temperature  
Alarm Horn  
Over Voltage Protection  
Oil Pressure Gauge  
Water Temperature Gauge  
Battery Charge Voltmeter  
Running Time Meter  
Cool down timer  
Run Relay  
Failure Relay  
2 Input/5 Output Module

**ENCLOSURE:**

Kohler Enclosure, Sound, Aluminum  
181 MPH Wind Load Certification  
Critical Silencer; Installed

**COOLING:**

Unit Mounted Radiator  
Low Coolant Level Shutdown  
Block Heater 120 Volt, 1800 Watt

**FUEL SYSTEM:**

Flexible Fuel Lines  
Sub-base Fuel Tank, 24 Hour,  
Double Wall with Leak Detector  
Normal Vent  
High Fuel Switch  
Fuel Basin Switch,  
Fuel Water Separator

**GOVERNOR ACCESSORIES:**

Electronic Isochronous

**GENERATOR ACCESSORIES (Electrical):**

Line Circuit Breaker, 3 Pole, 250 Amp, T/M  
    Installed on Generator:  
Voltage Regulator (Dec 3000) .5 %

**ENGINE ELECTRICAL ACCESSORIES:**

Battery Rack and Cables  
Starting Battery, Lead/Acid  
Battery Charger: Automatic Float with Alarm Contacts

**CONTROLLER ACCESSORIES LOOSE:**

Remote Annunciator Panel

**ADDITIONAL ACCESSORIES:**

Oil Drain Extension  
Lot of Oil and Antifreeze  
Corrosion Inhibitor for Radiator  
Vibration Isolators - Internal  
**Five (5)** Engine, Generator Parts, Maintenance Manuals  
**Five (5)** Year Standard Warranty  
Initial Start Up and Check Out of System  
Load Bank Test @ **Four** Hours (on site) "Resistive"  
**Includes Full Installation by Licensed Electrical Contractor/Kohler Industrial Dealer**  
**Includes FDEP disposal of existing fuel tank**

**AUTOMATIC TRANSFER SWITCH:**

None

**EXCLUSIONS**

Supply of Fuel

Permitting, if required will be billed separately at cost +25%

**TOTAL NET LOT: \$34,375.00**

**F.O.B. FACTORY, FREIGHT ALLOWED TO JOB SITE.**

**SALES TAX NOT INCLUDED.**

**\*\*\*\*Pricing In Accordance with Palm Beach County School Contract 13C-37T\*\*\*\*\***

Cost +25%

Generator – Cost \$20,000

Installation – Cost \$7,500

Total Cost - \$27,500

+ 25% = \$6,875

**TOTAL QUOTE - \$34,375.00**

**\*Due to changing market conditions delivery/lead times can only be established at the time an order is received at the factory. If the equipment in our OFFER were to be released today the lead time is 11 to 13 weeks. This Estimated lead time is subject to change daily.**

Regards,

TAW Power Systems, Inc.

John Potts

**QUOTATION VALID FOR 30 DAYS FROM THIS OFFER DATE (LISTED ABOVE).**

**Note:**

**Quotation Based Upon: Site Visit**

NOTE: You should have a copy of our standard #50-5000 "TERMS of SALE". If you do not, please contact our office at 800-456-9449 and we will forward you a copy. TAW will transmit a written delivery schedule based on the manufacturer's confirmation, approximately fifteen (15) days after product release. Also included will be the related progress invoice values based on material shipments.

All TAW offers, plans, specifications, and technical drawings are copyrighted works and contain proprietary know-how of TAW, and Buyer has no right to reproduce, distribute or publish copies of TAW's copyrighted works or to create derivative works of TAW's copyrighted works without the express written permission of an authorized representative of TAW.

**(OFFER ACCEPTANCE BELOW)**

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**DATE**

**TERMS & CONDITIONS ACKNOWLEDGED:**

\_\_\_\_\_  
**INITIAL**

## Robert McCaughan

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**From:** Suzette Sibble  
**Sent:** Monday, October 26, 2015 10:24 AM  
**To:** Kimberly Spill-Cristiano; Harold Beard  
**Cc:** John Jurgle; Robert McCaughan  
**Subject:** RE: Critical Generator Need

They just need to prepare their agenda item to fund the request and under fiscal impact – indicate amount from General Fund Disaster Recovery Reserves

**Suzette Sibble**  
**Finance Director**  
**City of Pompano Beach**  
**100 W. Atlantic Blvd.; Room 480**  
**Pompano Beach, FL 33060**  
**ph: (954)786-4680**  
**fx: (954)786-4687**  
**e-mail: [suzette.sibble@copbfl.com](mailto:suzette.sibble@copbfl.com)**

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**From:** Kimberly Spill-Cristiano  
**Sent:** Monday, October 26, 2015 10:22 AM  
**To:** Harold Beard <[Harold.Beard@copbfl.com](mailto:Harold.Beard@copbfl.com)>  
**Cc:** John Jurgle <[John.Jurgle@copbfl.com](mailto:John.Jurgle@copbfl.com)>; Robert McCaughan <[Robert.McCaughan@copbfl.com](mailto:Robert.McCaughan@copbfl.com)>; Suzette Sibble <[Suzette.Sibble@copbfl.com](mailto:Suzette.Sibble@copbfl.com)>  
**Subject:** RE: Critical Generator Need

Hal,

I have reviewed this request with Suzette and we both support this through the General Fund Disaster Reserves.

I'll be out of the office through most of November so please work with them on getting this through the process from this point.

Thank you,

Kimberly

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**From:** Harold Beard  
**Sent:** Monday, October 26, 2015 7:31 AM  
**To:** Kimberly Spill-Cristiano <[Kimberly.Spill-Cristiano@copbfl.com](mailto:Kimberly.Spill-Cristiano@copbfl.com)>  
**Cc:** John Jurgle <[John.Jurgle@copbfl.com](mailto:John.Jurgle@copbfl.com)>; Robert McCaughan <[Robert.McCaughan@copbfl.com](mailto:Robert.McCaughan@copbfl.com)>  
**Subject:** RE: Critical Generator Need

Kimberly,

The generator in question supplies the fuel pumps, Purchasing and Central Stores. It is a 60 kw generator purchased in 1996 and has reached its design life. It is critical that this generator is replaced primarily due to the fuel island for the Cities fleet. If we lose power to the fuel island and

the generator is not functional, we have to manually pump fuel with a backup system that Forest would have to put together. It also powers Central Stores and Purchasing which would play an important role with supplies during a storm event.

Attached is the quote from TAW. Purchasing has reviewed the piggyback on the Palm Beach County School Board and approved to move forward with the purchase.

If you have any questions please advise.

**Hal Beard**

**Assistant Public Works Director**

City of Pompano Beach | Public Works Department

1190 N.E. 3<sup>rd</sup> Ave | Pompano Beach, FL 33060

P: 954-786-4031 F: 954-786-4011

[Harold.Beard@copbfl.com](mailto:Harold.Beard@copbfl.com)



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**From:** Kimberly Spill-Cristiano  
**Sent:** Friday, October 23, 2015 1:31 PM  
**To:** Harold Beard <[Harold.Beard@copbfl.com](mailto:Harold.Beard@copbfl.com)>  
**Cc:** John Jurgle <[John.Jurgle@copbfl.com](mailto:John.Jurgle@copbfl.com)>  
**Subject:** Critical Generator Need

Hal,

Can you send me a brief write up regarding the generator need that we discussed?

Thank you!

Kimberly

Kimberly Cristiano, MA, CEM  
Emergency Manager  
Pompano Beach Fire Rescue

100 W. Atlantic Blvd., Suite 220  
Pompano Beach, FL 33060  
Office: 954-545-7799  
Cell: 954-242-0565  
Email: [kimberly.spill-cristiano@copbfl.com](mailto:kimberly.spill-cristiano@copbfl.com)  
[www.pompanobeachfl.gov/getready](http://www.pompanobeachfl.gov/getready)

